



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNDC, OLC, RP, RR and FF

### Introduction

This hearing was convened on the tenants' application of October 16, 2012 seeking compensation and/or a rent reduction, orders for landlord compliance with the legislation and repairs, and recovery of the filing fee for this proceeding.

### Issue(s) to be Decided

Are the tenants entitled to monetary compensation for the bed bug infestation and is there sufficient cause to order repairs and landlord compliance with the legislation?

### Background and Evidence

This tenancy began on or about December 17, 2012. Rent is \$800 per month plus \$40 parking and the landlord holds a security deposit of \$400 paid at the beginning of the tenancy.

During the hearing, the tenants gave evidence that their unit had received four bed bug treatments between August 10, 2012 and October 2, 2012 and the treatments appear have eradicated the infestation which remained cleared at the time of the hearing on November 20, 2012.

The tenants stated that their claim arises from a delay in beginning treatment when, after hearing of an infestation in the adjoining rental unit in mid July 2012 which followed one in the unit directly below, they advised the building manager and asked if they should be concerned or be taking any preventive action. The female tenant advised that she had bites on her ankles and her cat had scabs on its neck.

The parties concur that the manager inspected the unit at that time. The manager stated that he examined bedding and saw none of the telltale signs of bed bugs. The tenants said the manager suggested they tape the common wall electrical outlets, though he did not recall doing so and said it was not his practice.

On August 8, 2012, the male tenant found a number of bites on his neck and back, photographs of which were submitted into evidence. The same day, their residents of the unit on the other side of their neighbour advised that they too now had bed bugs.

The building manager was on vacation at that time, but his substitute arranged to have the unit treated on August 10, 2012. Follow up treatments were carried out on August 20, September 10 and October 2, 2012.

The building manager stated that the tenants had contributed to the extended treatment time by incomplete preparation for the first two treatments, and a subsequent delay when they were on vacation. He stated that he had provided the applicants and other tenants with covers for mattresses and clothing coverings.

The tenants state that a professional inspection should have followed their report to the building manager on July 15, 2012 and that the pest control specialist who worked on their unit told them he had cautioned the building manager about having adjoining units inspected. .

The tenants stated that on the pest control specialist's advice that doing so would make treatment easier, they disposed of a quantity of their furnishings for which they now claim replacement costs.

The tenants also claim loss of four days wages for the female tenant and rent abatement of \$1,000 for August, September and October 2012, replacement value of the furnishings they disposed of and preparation costs for the hearing, specifically postage.

### Analysis

In the absence of negligence, bed bug infestations are a misfortune that falls equally on landlords and tenants. To the landlord falls the cost and administrative burden of arranging for treatments and to the tenant falls the burden of preparing the rental unit for those treatments and the discomfort of living through the infestation and treatment.

For the most part, I find that the landlord has fulfilled the duties of section 32 of the *Act* to maintain the rental property in a manner that "complies with the health, safety and housing standards required by law."

Therefore, I find no need to issue an order for landlord compliance with the *Act* and the tenants agree there is no current need for repairs.

However, I accept the submission of the tenants that their use and enjoyment of the rental unit might not have been impacted to the extent it was if the landlord had ordered a professional inspection sooner. He had been advised of the tenants' concerns on July 15, 2012 and was aware of the infestations in the units below and beside the subject unit.

Therefore, I will allow the tenants \$200 on their claim and recovery of their \$50 filing fee from the landlord..

As to the loss of wages, I find that the tenant was not compelled to take the time off work and the claim is dismissed. Similarly, soft furnishings can be treated for bed bug infestations and the tenants disposed of those at their discretion and cannot claim the loss from the landlord. In addition, there is no mechanism under the *Act* to award parties their costs for preparing for a hearing.

### Conclusion

On the finding of a delay in arranging for a professional inspection of the rental unit, I award the tenant's \$250 including filing fee. As authorized by section 72(2)(a) of the *Act*, I hereby order that they may recover that amount by withholding it from the next rent due following receipt of this decision.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Residential Tenancy Act*.

Dated: November 19, 2012.

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Residential Tenancy Branch